

2154997

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: 1:23-cv-20318

SETAI HOTEL ACQUISITION, LLC,
A foreign limited liability company,

Plaintiff,

vs.

WESTCHESTER SURPLUS LINES
INSURANCE COMPANY, LANDMARK
AMERICAN INSURANCE COMPANY,
LIBERTY SURPLUS LINES INSURANCE
COMPANY, AXIS SURPLUS INSURANCE
COMPANY, EVEREST INDEMNITY
INSURANCE COMPANY, SCOTTSDALE INSURANCE
COMPANY, and UNITED NATIONAL
INSURANCE COMPANY,

Defendants.

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DEFENDANT'S RULE 26(a)(1)(A) INITIAL DISCLOSURES

Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A), Defendant, EVEREST INDEMNITY INSURANCE COMPANY, makes the following disclosures. These disclosures are based upon information presently available to EVEREST INDEMNITY INSURANCE COMPANY and thus, Defendant reserves the right to amend and/or supplement these disclosures as discovery and investigation continue. These disclosures are made without waiver of any applicable or potentially applicable privilege or work-product protection. By producing information or documents in connection with these disclosures, Defendant makes no representations, admissions or concessions as to the relevance or admissibility of any of the information or documents contained in these disclosures.

- (i) The name and, if known, the address and telephone number of each individual likely to have discoverable information – along with the subjects of that information – that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment.

Corporate Representative
Everest Indemnity Insurance Company
C/O undersigned counsel

Melanie Petulla
Everest Indemnity Insurance Company
C/O undersigned counsel
Authored correspondence to Plaintiff and/or Plaintiff's representatives.

Chris McQueeney
Executive General Adjuster
McLarens
1022 Carolina Blvd.
Isle of Palms, SC 29451

Assisted with the investigation of the subject claim, inspected the subject property, prepared several reports pertaining to the investigation, and authored correspondence to the Insured and/or the Insured's representatives.

Giles Harper
Senior Project Manager
DBI Construction Consultants, LLC
Inspected the subject property and prepared a Building Damage Report.

Randy Ison
JS Held
50 Jericho Quadrangle, Suite 117
Jerico, NY 11753
Building consultant with knowledge of the cost summaries prepared as it relates to the subject claim.

Jeffrey Williams, CPA, MAFF, CGMA
Matson Driscoll & Damico, LLP ("MDD")
Forensic Accountants
Retained to investigate Plaintiff's claimed loss of business income.

Aryeh Fraser
Plaintiff's Public Adjuster (the "PA")
Fraser Property & Adjusting, Inc.
16375 NE 18th Ave., Suite 201
Miami, FL 33162

Public Adjuster retained on behalf of Plaintiff who is expected to have knowledge regarding the claimed damages.

Scott G. Nacheman, MSc.Eng., AIA
Envista Forensics
111 Deer Lake Rd., Suite 100
Deerfield, IL 60015

Inspected the subject property and prepared a report regarding the alleged scope and extent of damage.

Perry Pinto, P.E.
Envista Forensics
111 Deer Lake Rd., Suite 100
Deerfield, IL 60015

Inspected the subject property and prepared a report regarding the alleged scope and extent of damage.

William R. Browning
EBI Consulting

Retained by Plaintiff and expected to have knowledge regarding the report prepared.

Jerry Pingel
EBI Consulting

Retained by Plaintiff and expected to have knowledge regarding the report prepared.

Richard T. MacAulay
EBI Consulting

Retained by Plaintiff and expected to have knowledge regarding the report prepared.

Kevin M. Baldauf
Partner
2154d., Suite 200
Torrance, California 90501
Yvette Jones, P.E.

Retained by Plaintiff and expected to have knowledge regarding the report prepared.

Partner

2154 Blvd., Suite 200

Torrance, California 90501

Retained by Plaintiff and expected to have knowledge regarding the report prepared.

Greenstone Construction, LLC

15182 SW 25th St.

S. Davie, FL 33326

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

Helmuh Martinez

Associate/Project Manager

Cesar Soto

Professional Engineer

Paramount Consulting & Engineering, LLC

6135 NW 167 St., Building E, Suite 1

Miami, FL 33015

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

Ajami Surfaces

7860 NW 58 St.

Miami, FL 33166

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

Avast Construction LLC

1172 S. Dixie Hwy, Suite 531

Coral Gables, FL 33146

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

Blink Design Group Pte Ltd

306 Tanglin Rd.

Phoenix Park Office Campus

Singapore 247973

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

C.G. Quality Woodworks Inc.

7530 W. 19th Court

Hialeah, FL 33014

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

CitiQuiet Windows and Doors

910 Clint Moore Rd.

Boca Raton, FL 33487

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

DS Jordan Construction

12555 Biscayne Blvd., #880

North Miami, FL 33181

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

Everglades Painters Express

2141 SW 35th Ave.

Ft. Lauderdale, FL 33312

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

G2 Logistics and Design Services

4800 Hillcrest Lane, Suite 307

Hollywood, FL 33021

Retained on behalf of Plaintiff and expected to have knowledge of the repairs.

Co-Defendants:

Westchester Surplus Lines Insurance

Landmark American Insurance Company

Liberty Surplus Lines Insurance Company

Axis Surplus Insurance Company

Scottsdale Insurance Company

United National Insurance Company

Discovery is ongoing in this matter; as such, EVEREST INDEMNITY INSURANCE COMPANY, reserves the right to supplemental this disclosure within the Federal Rules of Civil Procedure.

- (ii) A copy – or a description by category and location – of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment.

The following documents are in the undersigned's possession:

- 1. The insurance policy number CA3X000840-171 for the policy period of April 27, 2017 to April 27, 2018;**
- 2. All insurance policies for all other carriers in this matter;**
- 3. Property Loss Notice, dated September 15, 2017;**
- 4. McLarens Report #1, dated October, 10, 2017;**

5. Sworn Statement in Final Proof of Loss, dated November 8, 2017;
6. McLarens Report #2, dated November 28, 2017;
7. McLarens Report #3, dated January 4, 2018;
8. McLarens Report #4, dated February 2, 2018;
9. McLarens Report #5, dated February 28, 2018;
10. McLarens Report #6, dated April 6, 2018;
11. McLarens Report #7, dated May 22, 2018;
12. Correspondence to Plaintiff from McLarens, dated May 22, 2018;
13. McLarens Report #8, dated August 10, 2018;
14. McLarens Report #9, dated October 22, 2018;
15. McLarens Report #10, dated October 30, 2018
16. McLarens Report #11, dated January 5, 2021
17. Request for Information correspondence to Plaintiff from MDD, dated January 25, 2021;
18. Correspondence to Plaintiff's Public Adjuster from McLarens, dated March 3, 2022;
19. Envista Forensics' Preliminary Letter Report, Dated March 6, 2021;
20. McLarens Report #12, dated March 8, 2021;
21. JS Held Cost Summary Report;
22. Property Missing/Damaged Report prepared by the Insured;
23. Property Condition Report prepared by Partner, dated December 5, 2014;
24. Property Condition Report prepared by EBI Consulting, dated September 2, 2014;
25. The Insured's Statement of Values; and
26. InterServe Bid for Renovations.

- (iii) A computation of each category of damages claimed by the disclosing party who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Everest is not making a claim for damages.

- (iv) For inspection and copying under Rule 34, any insurance agreement under which any insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment.

Everest's Policy Number CA3X000840-171 for the policy period of April 27, 2017 to April 27, 2018.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy hereof has been served on all Counsel of Record via the Florida E-Filing Portal this 24th day of March, 2023.

CONROY SIMBERG
Attorney for Everest Indemnity Insurance Company
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West Palm Beach, FL 33401
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Primary Email: eservicewpb@conroysimberg.com
Secondary Email: alezama@conroysimberg.com

By: /s/ Alexis D. Lezama, Esq.
Alexis D. Lezama, Esquire
Florida Bar No. 121516
Robert Horwitz, Esquire
Florida Bar No. 149454